



THIRD AMENDMENT TO  
CONTRACT FOR ELECTRIC SERVICE  
(CONTRACT # E9105031)

This Third Amendment to Contract for Electric Service ("Third Amendment") is made and entered into effective January 1, 2020 ("Effective Date"), by and between Dominion Energy South Carolina, Inc. f/k/a South Carolina Electric & Gas Company (the "Company" or "DESC") and DAK Americas LLC (the "Customer").

RECITALS

A. Company and Customer entered into a Contract for Electric Service effective April 27, 2005 (the "Original Contract") as amended on December 1, 2014 (the "First Amendment") and on October 1, 2015 (the "Second Amendment") for the provision of electric utility service to Cooper River Plant located at Bushy Park Road, Moncks Corner, SC 29461 ("Premises").

B. Since the Contract was originally entered into, the Company has changed its name from South Carolina Electric & Gas Company to Dominion Energy South Carolina, Inc.

C. The Original Contract, the First Amendment, the Second Amendment, and this Third Amendment, together with any documents expressly incorporated in the Original Contract, the First Amendment, the Second Amendment, or this Third Amendment are referred to herein collectively as the "Contract." The Contract constitutes the sole and entire agreement between the parties and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the same services.

D. Customer has requested and Company has agreed to make certain changes in the Contract.

Now, therefore, for and in consideration of the mutual promises contained herein, the parties, intending to be legally bound, agree as follows:

CONTRACT

1. The recitals set forth above are an integral part of this Third Amendment. All defined terms used in this Third Amendment shall have the same meaning as in the Original Contract unless otherwise specified.

2. AGREEMENT, Paragraph 3, Page 1 of 2 of the First Amendment, is deleted in its entirety and replaced with the following:

For the purposes of this Contract, the Customer Base Line (CBL) determination as described on Page 2 of 3 of Rate 27 shall be set using [REDACTED]

[REDACTED] This determination will be made at the beginning of each of the additional five (5) years of this Amendment.

3. AGREEMENT, Paragraphs 4 and 5, Page 1 of 2 of the First Amendment, are deleted in their entirety and replaced with the following:

The term of this Third Amendment shall be effective for five (5) years beginning January 1, 2020 through December 31, 2024.

BM

SRB

FERNANDO GOMEZ





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Except as modified by this Third Amendment, the Original Contract and the Amendments are ratified and confirmed in all respects.

IN WITNESS WHEREOF, Company and Customer have executed this Third Amendment effective as of the day and year first above written.

**DAK AMERICAS LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Signed: Wednesday, December 11, 2019

**DOMINION ENERGY SOUTH CAROLINA, INC.**

By: \_\_\_\_\_

Signed: Wednesday, December 11, 2019

Name: Daniel F. Kassis

Its: VP, Customer Relations & Renewables

Authorized Representative

**DAK AMERICAS LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Signed: Tuesday, December 10, 2019

BM

SRB

FERNANDO GOMEZ

Signed: Monday, December 9, 2019

Signed: Tuesday, December 10, 2019